

MEETING NOTICE FOR THE CITY OF HUBBARD

TUESDAY

APRIL 5, 2022

.....
CITY COUNCIL: ROSTOCIL, AUDRITSH, PRINSLOW, THOMAS, YONALLY
.....

The Hubbard City Council will meet for a regular City Council meeting. Council and Staff will meet via Zoom. Members of the public may attend/view the meeting via telephone, electronic device, and YouTube. **Should you wish to speak at the meeting, you may sign up by completing the form on the City's webpage or calling City Hall 48 hours prior to the meeting.** (Comments may be limited at the Mayor's discretion.)

<https://www.cityofhubbard.org/bc/webform/sign-if-you-want-speak-meeting>)

Join Zoom Meeting

<https://us02web.zoom.us/j/88054089924?pwd=YXZxL2Z1VUtXVmppaDVIKlvMXIHdz09>

Meeting ID: 880 5408 9924

Passcode: 278525

One tap mobile

+12532158782,,88054089924#,,, *278525# US (Tacoma)

+13462487799,,88054089924#,,, *278525# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Meeting ID: 880 5408 9924

Passcode: 278525

Find your local number: <https://us02web.zoom.us/j/kdvReV64FU>

*****ACCESSIBILITY NOTICE*****

Please contact the Director of Administration/City Recorder prior to the scheduled meeting if you need assistance accessing this electronic meeting at the following: vnogle@cityofhubbard.org; Phone No. 503.981.9633; or Hubbard City Hall, 3720 2nd St., Hubbard OR 97032. TTY users please call Oregon Telecommunications Relay Service at 1-800-735-2900.

Agendas are posted at City Hall and on the City's website at www.cityofhubbard.org. You may schedule Agenda items by contacting the Director of Administration/City Recorder Vickie Nogle at 503-981-9633. (TTY / Voice 1-800-735-2900)

SEE ATTACHED AGENDA

Posted 3/30/2022, 4:00 p.m.

Vickie L. Nogle, MMC

Director of Administration/City Recorder

**HUBBARD SPECIAL CITY COUNCIL
MEETING AGENDA
CITY HALL: (503)981-9633**

APRIL 5, 2022 – 6:30 PM
LOCATION: City Council and Staff will meet via Zoom

**(MEMBERS OF THE PUBLIC MAY ATTEND, CALL OR LOG IN WITH AN ELECTRONIC
DEVICE -Refer to Cover Sheet for details)**

MEETING Notice: Members of the public may attend in person or attend/view via telephone, electronic device, YouTube. **Should you wish to speak at the meeting, you may sign up by completing the form on the City's webpage or calling City Hall 48 hours prior to the meeting.** (Comments may be limited at the Mayor's discretion.)

<https://www.cityofhubbard.org/bc/webform/sign-if-you-want-speak-meeting>

- 1) **CALL TO ORDER.**
A) Flag Salute.
- 2) **APPROVE FINANCE CONSULTANT PERSONAL SERVICE AGREEMENT BETWEEN THE CITY OF HUBBARD AND WOLFE CONSULTING LLC FOR CONSULTING FOR BUDGET SUPPORT SERVICES FY 2022-2023, AND AUTHORIZING THE DIRECTOR OF ADMINISTRATION/CITY RECORDER SIGN.**
- 3) **APPOINT FINANCE CONSULTANT CHRISTA BOSSERMAN WOLFE AS BUDGET OFFICER.**
- 4) **APPROVE FINANCE CONSULTANT PERSONAL SERVICE AGREEMENT BETWEEN THE CITY OF HUBBARD AND MERINA+CO. FOR CONSULTING FOR ARPA FUNDS, AND AUTHORIZING THE DIRECTOR OF ADMINISTRATION/CITY RECORDER SIGN.**
- 5) **AUTHORIZE HIRING CHRISTOPHER DAVIS AS POLICE OFFICER, AT STEP B OF THE CURRENT HUBBARD SALARY SCHEDULE EFFECTIVE APRIL 1, 2022.**
- 6) **APPEARANCE OF INTERESTED CITIZENS.**
(Should you wish to speak at the meeting, you may sign up by completing the form on the City's webpage or calling City Hall 48 hours prior to the meeting. Comments may be limited at the Mayor's discretion.)
<https://www.cityofhubbard.org/bc/webform/sign-if-you-want-speak-meeting>)
- 7) **OTHER CITY BUSINESS.**
- 8) **ADJOURNMENT.** (Next regular scheduled City Council Meeting April 12, 2022, at 7:00 p.m.)

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CITY OF HUBBARD, OREGON
PERSONAL SERVICES AGREEMENT

AN AGREEMENT between the CITY OF HUBBARD, OREGON ("CITY") and Wolfe Consulting LLC ("Provider").

WHEREAS, CITY and Provider believe it in their respective and mutual interests to enter into a written Agreement setting out their understandings concerning Provider's provision of Finance Consulting for Budget Support Services.

1. Term

This Agreement shall run from April 12, 2022 through and including July 31, _____, 22 unless sooner terminated under the provisions of this Agreement and may be extended for additional like periods.

2. Provider's Service and Equipment

The scope of Provider's services, labor, and time of performance under this Agreement are set forth in Exhibit "A". All provisions and covenants contained in said exhibits are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Provider's proposal (if any) shall be resolved first in favor of this written contract. Provider will, in the rendering of its services to CITY, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Agreement (including the Exhibits).

3. Provider Identification

Provider shall furnish to CITY Provider's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

4. Compensation

CITY agrees to pay Provider in the amount(s) set out in and in accordance with Exhibit "A". CITY agrees to pay Provider at the rates set forth in Exhibit A. CITY will pay the Provider upon receipt of valid and accurate monthly invoices.

5. Project Managers

CITY's Project Manager is Vickie Nogle. Provider's Project Manager is Christa Bosserman Wolfe. Each party shall give the other written notification of any change in their respective Project Manager.

6. Project Information

Provider agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project. No information, news, or press releases related to the project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of CITY's Project Manager.

7. Duty to Inform

Provider shall give prompt written notice to CITY's Project Manager if, at any time during the performance of this contract, Provider becomes aware of actual or potential problems, faults or defects

in the project, any nonconformity with the contract, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by CITY. Any delay or failure on the part of CITY to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of CITY's rights.

8. Provider is Independent Contractor

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this contract. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by the CITY or the provision of a defense by the CITY under the terms of ORS 30.285. This acknowledgment by Provider shall not affect his/her independent ability (or the ability of his/her/its insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265 or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

9. Overtime

Any person employed on work under this contract, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC§201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

10. Indemnity and Insurance

- i. Indemnity: Provider agrees to hold harmless, indemnify and defend the CITY from and against all claims or actions based upon Provider's acts or omissions in performing under this Agreement.
- ii. Liability Insurance: Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, CITY, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than Two Million dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name CITY as an additional insured.
- iii. Workers' Compensation Coverage: Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407, or as a self-insured employer. Provider shall provide to CITY within ten (10) days after Agreement award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to CITY, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to CITY. A copy of the certificate of self-insurance issued by the State shall be provided to CITY if the Provider is self-insured.
- iv. Certificates: Provider shall furnish CITY certificates evidencing the date, amount, and type of insurance required by this contract. All policies will provide for not less than thirty (30) days' written notice to CITY before they may be canceled.
- v. Primary Coverage: The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by CITY shall be excess.

11. Work is Property of CITY

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Provider under this Agreement shall be the property of CITY.

12. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Marion County, Oregon.

13. Errors

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost.

14. Extra or Changes in Work

Only the CITY Manager or Project Manager may authorize extra (and/or change) work. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to such unauthorized extra work and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

15. Successors and Assignments

- i. Both CITY and Provider bind themselves and any partner, successor, executor, administrator, or assign to this contract.
- ii. Neither CITY nor Provider shall assign or transfer their interest or obligation hereunder in this Agreement without the written consent of the others. Provider must seek and obtain CITY's written consent before subcontracting any part of the work required of Provider under this contract. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

16. Records

- i. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after CITY makes final payment on this Agreement and all other pending matters are closed.
- ii. Provider shall allow CITY (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

17. Breach of Contract

- i. Provider shall remedy any breach of this Agreement within the shortest reasonable time after Provider first has actual notice of the breach or CITY notifies Provider of the breach, whichever is earlier. If Provider fails to remedy a breach in accordance with this paragraph, CITY may terminate that part of the Agreement affected by the breach upon written notice to Provider, may obtain substitute services in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this contract.
- ii. If the breach is material and Provider fails to remedy the breach in accordance with this paragraph, CITY may declare Provider in default and pursue any remedy available for a default.
- iii. Pending a decision to terminate all or part of this contract, CITY unilaterally may order

Provider to suspend all or part of the services under this contract. If CITY terminates all or part of the Agreement pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after CITY ordered suspension of those services. If CITY suspends certain services under this Agreement and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

- iv. To recover amounts due under this paragraph, CITY may withhold from any amounts owed by CITY to Provider, including but not limited to, amounts owed under this or any other Agreement between Provider and CITY.

18. Mediation/ Trial without a jury

Should any dispute arise between the parties to this Agreement concerning their respective obligations of either or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees in both mediation and litigation.

The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Marion County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

19. Termination for Convenience

The contract may be terminated by mutual written agreement by both parties. The CITY may also terminate all or part of this Agreement at any time for its own convenience by 30 days written notice to Provider. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the CITY's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the contract.

20. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement shall vest in the CITY. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph.

Provider shall transfer to the CITY any data or other tangible property generated by Provider under this Agreement and necessary for the beneficial use of intellectual property covered by this paragraph.

21. Payment for Labor or Material

Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the prosecution of the work provided for in this contract. (ORS 279B.220)

22. Contributions to the Industrial Accident Fund

Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

23. Income Tax Withholding

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS279B.220)

24. Payment of Claims by the CITY

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Agreement as the claim becomes due, the CITY may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this contract. The CITY's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for those claims.

25. Hours of Labor

Provider shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)

26. Workers' Compensation

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify CITY for any liability incurred by CITY as a result of Provider's breach of the warranty under this Paragraph. (ORS 279B.230)

27. Medical Care for Employees

As due, Provider shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Provider's employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS

279B.230)

28. Modification

Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of CITY and Provider.

29. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

30. Integration

This Agreement contains the entire agreement between CITY and Provider and supersedes all prior written or oral discussions or agreements regarding the same subject.

<div>CITY OF HUBBARD, OREGON</div> <div><hr/></div> <div>Vickie Nogle Director of Administration City Recorder</div>	<div>WOLFE CONSULTING LLC</div> <div><hr/></div> <div>Christa Bosserman Wolfe, CPA Partner</div>

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK

PROPOSAL

Contractor shall provide finance support services to the City for the budget process.

Number of hours of service per week will be based on City's need and Contractor's availability. Timing of budget events to follow the budget calendar, which will be proposed by the Contractor.

SERVICES

The primary need expressed by the City is budget support, to ensure the Finance Department is able to prepare a budget, hold budget hearings, and adopt the FY22-23 budget.

Contractor shall provide the following services, as requested by the Client:

- Prepare the budget calendar
- Review prior year and current year actuals
- Develop escalation factors for inflation
- Create a 3 year average of expenses, for comparison
- Prepare and send out budget worksheets
- Meet with management regarding budget development and review, if needed
- Prepare year-end projections as required
- Prepare Finance developed budgets and personnel figures
- Balance the overall budget
- Attend budget hearings and present the budget
- Attend budget adoption and present resolution for adoption
- Prepare required meeting notices and LB forms to comply with Local Budget Law
- Prepare required filings for the Assessor's Office

Contractor is not responsible for the City of Hubbard's the accuracy of the books of record or accounting under this engagement. This engagement is limited in scope to the services above of budget preparation only. Contractor will use the City's books of record and additional factors such as inflation to prepare the budget. City accepts that risk that the budget is an estimate and is based on books of record for which there is currently no Interim Finance Director engaged to review.

As value added to our clients, we also will provide a letter of recommendations on any potential improvements or best practices regarding the Finance Department operations, internal controls, and financial practices at the end of our engagement.

FEE SCHEDULE: TIME & MATERIALS BASIS

All services will be billed at \$200.00 per hour, plus materials and any travel expenses. Total costs not to exceed \$32,000 for this Agreement.

Work will be performed remotely, unless requested by the client and authorized in advance for onsite services. Travel for onsite work is billable time to the client, plus any travel expenses.

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK

Contractor's compensation is subject to Consumer Price Index ("CPI") adjustments, to be applied annually on January 1st. The amount of compensation may increase annually by the percentage change in the West Region (West City Size B/ C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics ([https:// www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm](https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm)), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index. Provided, however, that in no event shall the compensation increase by greater than 5% per year.

EQUIPMENT & ACCESS

The City is to provide Wolfe Consulting, LLC with reliable access to the City's network and systems as needed in order to provide the services requested. Any City supplied equipment to access network and systems would be returned to the City upon completion of services or termination of the contract.

PAYMENT

Payments are due and payable within 15 days. Invoices will be sent monthly.

CITY OF HUBBARD, OREGON
PERSONAL SERVICES AGREEMENT

AN AGREEMENT between the CITY OF HUBBARD, OREGON ("CITY") and Merina+Co ("Provider").

WHEREAS, CITY and Provider believe it in their respective and mutual interests to enter into a written Agreement setting out their understandings concerning Provider's provision of Finance Consulting for ARPA Funds.

1. Term

This Agreement shall run from April 5, 2022 through and including June 30, 2027 unless sooner terminated under the provisions of this Agreement and may be extended for additional like periods.

2. Provider's Service and Equipment

The scope of Provider's services, labor, and time of performance under this Agreement are set forth in Exhibit "A". All provisions and covenants contained in said exhibits are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Provider's proposal (if any) shall be resolved first in favor of this written contract. Provider will, in the rendering of its services to CITY, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Agreement (including the Exhibits).

3. Provider Identification

Provider shall furnish to CITY Provider's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

4. Compensation

CITY agrees to pay Provider in the amount(s) set out in and in accordance with Exhibit "A". CITY agrees to pay Provider for the equipment and labor at the rates set forth in Exhibit A upon successful installation. CITY will pay the Provider upon receipt of valid and accurate monthly invoices.

5. Project Managers

CITY's Project Manager is Vickie Nogle. Provider's Project Manager is Tonya Moffitt. Each party shall give the other written notification of any change in their respective Project Manager.

6. Project Information

Provider agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project. No information, news, or press releases related to the project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of CITY's Project Manager.

7. Duty to Inform

Provider shall give prompt written notice to CITY's Project Manager if, at any time during the performance of this contract, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the contract, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by CITY. Any delay or failure on the part of CITY to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of CITY's rights.

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9. Overtime

Any person employed on work under this contract, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC§201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

10. Indemnity and Insurance

- i. Indemnity: Provider acknowledges responsibility for any and all liability arising out of the performance of this Agreement and shall hold CITY harmless from and indemnify and defend CITY for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Provider's acts, omissions, activities or services in the course of performing this contract.
- ii. Liability Insurance: Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, CITY, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than Two Million dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name CITY as an additional insured.
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State shall be provided to CITY if the Provider is self-insured.

- iv. Certificates: Provider shall furnish CITY certificates evidencing the date, amount, and type of insurance required by this contract. All policies will provide for not less than thirty (30) days' written notice to CITY before they may be canceled.
- v. Primary Coverage: The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by CITY shall be excess.

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12. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Marion County, Oregon.

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14. Extra or Changes in Work

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15. Successors and Assignments

- i. Both CITY and Provider bind themselves and any partner, successor, executor, administrator, or assign to this contract.
- ii. Neither CITY nor Provider shall assign or transfer their interest or obligation hereunder in this Agreement without the written consent of the others. Provider must seek and obtain CITY's written consent before subcontracting any part of the work required of Provider under this contract. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

16. Records

- i. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after CITY makes final payment on this Agreement and all other pending matters are closed.
- ii. Provider shall allow CITY (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are

subject to the foregoing retention requirement.

17. Breach of Contract

- i. Provider shall remedy any breach of this Agreement within the shortest reasonable time after Provider first has actual notice of the breach or CITY notifies Provider of the breach, whichever is earlier. If Provider fails to remedy a breach in accordance with this paragraph, CITY may terminate that part of the Agreement affected by the breach upon written notice to Provider, may obtain substitute services in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this contract.
- ii. If the breach is material and Provider fails to remedy the breach in accordance with this paragraph, CITY may declare Provider in default and pursue any remedy available for a default.
- iii. Pending a decision to terminate all or part of this contract, CITY unilaterally may order Provider to suspend all or part of the services under this contract. If CITY terminates all or part of the Agreement pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after CITY ordered suspension of those services. If CITY suspends certain services under this Agreement and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- iv. To recover amounts due under this paragraph, CITY may withhold from any amounts owed by CITY to Provider, including but not limited to, amounts owed under this or any other Agreement between Provider and CITY.

18. Mediation/ Trial without a jury

Should any dispute arise between the parties to this Agreement concerning their respective obligations of either or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees in both mediation and litigation.

The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Marion County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

19. Termination for Convenience

The CITY may terminate all or part of this Agreement at any time for its own convenience by written notice to Provider. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the CITY's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the contract.

20. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement shall vest in the CITY. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Provider shall transfer to the CITY any data or other tangible property generated by Provider under this Agreement and necessary for the beneficial use of intellectual property covered by this paragraph.

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Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the prosecution of the work provided for in this contract. (ORS 279B.220)

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Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

23. Income Tax Withholding

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS279B.220)

24. Payment of Claims by the CITY

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Agreement as the claim becomes due, the CITY may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this contract. The CITY's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for those claims.

25. Hours of Labor

Provider shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)

26. Workers' Compensation

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify CITY for any liability incurred by CITY as a result of Provider's breach of the warranty under this Paragraph. (ORS 279B.230)

27. Medical Care for Employees

Provider shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Provider's employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)

28. Modification


Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of CITY and Provider.

29. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

30. Integration

This Agreement contains the entire agreement between CITY and Provider and supersedes all prior written or oral discussions or agreements regarding the same subject.

<p>CITY OF HUBBARD, OREGON</p> <hr/> <p>Vickie Nogle Director of Administration City Recorder</p>	<p>MERINA+CO</p>  <hr/> <p>Tonya Moffitt, CPA Managing Partner</p>

Attachment A:**Scope of Work:**

Based on our understanding of the needs of the City we can provide Finance Consulting for ARPA Funds as follows:

- Perform advising on expenditure eligibility including research and classifications
- Perform advising on distribution of funds
- Prepare and present information for City Council
- Prepare annual reporting information for Treasury

The following are the hourly rates for Merina+Co's team members:

Role	Hourly Rate
Partner	\$300
Managing Consultant	\$250
Senior Consultant	\$200
Consultant	\$150
Support Staff/Intern	\$100

The not-to-exceed fee is \$20,000 for fiscal year ending June 30, 2022 and \$35,000 for subsequent years. If there is a change in scope or extraordinary situations arise that would require additional time, we would expect to be able to discuss this with management and arrive at a mutually agreeable adjustment via a contract amendment.